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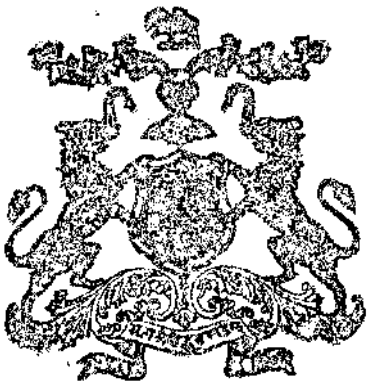

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BANGALORE, THURSDAY, SEPTEMBER 10, 1931.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

BANGALORE DISTRICT.

Sale Notification dated 1st September 1931.

It is hereby notified for general information that the exclusive right of collecting Thangadi and Kakke barks on all Government unoccupied lands and State Forests from the date of confirmation of sale to 30th June 1933, in the undermentioned Taluks, will be sold by public auction by the Deputy Commissioner, Bangalore District or by the Assistant Commissioner, deputed by him assisted by the District Forest Officer, Bangalore District, at the risk of the original contractors as they have failed to pay up 1/8th sale amount and cesses thereon before 15th July 1931, and execute Muchalikas as per terms of the lease of 1931-33.

Sl. No.	Name of Taluk	Place of sale	Date of sale	Remarks
1	Bangalore ...	Deputy Commissioner Office, Bangalore.	28th September 1931.	
2	Magadi ...		Do ...	
3	Doddballapur ...		Do ...	
4	Closepet ...		Do ...	
5	Chennapatna ...		Do ...	

N.B.—For further particulars, please see notification dated 10th March 1929 regarding 1929-31 sales.

M. V. NARASIMHAIYA,
District Forest Officer.

TUMKUR DISTRICT.

Notification dated 5th September 1931.

The undermentioned quantities of timber collected by the Department in Bukkapatna Range will be sold by public auction under the following conditions by the District Forest Officer, Tumkur, or by the concerned Range Officer at 2 P.M. on the date and at the place noted below :—

Range	Place of sale	Locality in which timber has been collected	Approximate quantity exposed for sale and kind of timber	Date of sale
Bukkapatna	Bukkapatna Range Office compound.	Bukkapatna Range Office compound.	Kamara poles No. 55 Cft. 336-9	26th September 1931.

N.B.—The sale will be continued on the morning of the next day, in case if it is not possible to complete it on the date notified.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale; but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Conservator and in other cases, to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 20th June 1932. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser, unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale; for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

K. REVANNA,
District Forest Officer.

MYSORE DISTRICT.

Abstract Notification dated 24th August 1931.

The attention of the public is invited to the detailed Notification, dated 24th August 1931, regarding the sale of "Fuel Coupes" in the District, during the year 1931-32, published on pages 940 to 941 of Part VI of the *Mysore Gazette*, dated 27th August 1931.

H. S. NARAYANA RAO,
District Forest Officer.

HASSAN DISTRICT.

SALE OF FUEL TREES.

Notification, dated 2nd September 1931.

It is hereby notified for general information that the right to cut and remove casuarina and other trees in the undermentioned coupes in the following State Forests of the Hassan District for the year 1931-32 will be sold by public auction by the Range Forest Officer, Hassan, on the dates and places and subject to the conditions mentioned below:—

The sale will commence at 10 A.M. precisely on each and will be subject to the confirmation of the District Forest Officer, in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

Name of Range	Name of Forest or plantation	No. of trees or poles (Casuarina trees)	Place of sale	Date of sale	Remarks
Hassan	Hagare ..	10	Hagare	21st September 1931	Balance of 29-30.
	Gadenhalli	10	Gadenhalli	28th do	Including five
	Gubbi ..	5	Gubbi	26th do	trees being the
	Hongere ..	15	Grama	22nd do	balance of 192 30.

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of fuel from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 10 (rupees ten) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All fuel yielding trees except those reserved by the department will be sold for a lumpsum amount for the whole coupe.

5. Power is reserved to the Officer conducting the sale, to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit a sum of Rs. 50 (rupees fifty) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of this contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That he shall fell and remove the fuel trees purchased by him before the 15th June 1932.

(*b*) That he shall make the felling of the trees in a methodical manner from one side of the coupe coppicing the stumps of the trees felled leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shurbs and thorny growths that are coming up within a radius of six feet from sandal trees and saplings.

(*c*) That each consignment of fuel shall be covered by a passport issued by the Range Officer or any other Officer deputed by the District Forest Officer in this behalf.

(*d*) That if any tree shrub or growth reserved by the department as noted in clause (*b*) *supra* is cut, he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the department as regards the kindling of the fire and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operations shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupe and over the fuel paid for but left unremoved in any of the coupes after the 30th June 1932.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of District Forest Officer and the latter may, after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in column (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

SALE OF STANDING TIMBER.

Notification dated 2nd September 1931.

It is hereby notified for general information that the right to cut and remove timber in the undermentioned Forests of the Hassan District for the year 1931-32, will be sold by public auction by the Range Forest Officer, Hassan, on the dates and places and subject to the conditions mentioned below.

The sale will commence at 2 P.M., precisely and will be subject to the confirmation of the District Forest Officer, in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

Name of Range	Name of forest	Kind of timber	Quantity in C.ft.	Place of sale	Date of sale	Remarks
Hassan ..	1. Nerlamaradahatty District Forest.	Teak ..	200	Hagare T. B.	21st September 1931.	
	2. Seegedagudda Forest.	Do ..	200	Do ..	Do ..	
	3. Heddurga District Forest.	Do ..	200	Puiya ..	24th do ..	

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of timber from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall before he is permitted to bid be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conductiong the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All timber yielding trees marked by the department will be sold kindwar for a lump-sum amount for the whole coupe.

5. Power is reserved to the officer conducting the sale to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That he shall fell and remove the timber trees purchased by him before the 15th June 1932.

(*b*) That he shall make the fellings of the trees in a methodical manner from one side of the coupe.

(*c*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*d*) That if any tree, shurb or growth reserved by the department is cut, he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the department as regards the kindling of the fire and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after the 30th June 1932.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right of working it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

MOHAMED PIR,
District Forest Officer.

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